

Before the  
Federal Communications Commission  
Washington, D. C. 20554

In the Matter of \_\_\_\_\_)

)

CC Docket No. 02-06

Schools and Libraries )

)

## Universal Support Mechanism

Dear Sirs:

## PETITION FOR THE WAIVER OF E-RATE RULES CONCERNING:

\*FAILURE TO INDICATE INTENT TO ENTER INTO A MULTI-YEAR CONTRACT WITH  
VOLUNTARY CONTRACT EXTENSIONS ON 470#205520000543782 POSTED ON  
AUGUST 31, 2006 (BOXES NOT CHECKED)

The Jefferson Davis Parish School District (District) is in receipt of a Commitment Adjustment Letter (COMAD) dated June 9, 2017, from USAC (See Appendix A) The June 9, 2017 letter outlines a violation related to Form 470# 20550000543782 (See Appendix B) for Internet Access and the resulting Internet Access Agreements between the District and DETEL Wireless (See Appendix C).

The COMAD letter indicates that E-Rate funds are being resynched for 2007 because “the cited FCC 470 did not indicate your intent to enter into a multi-year contract for the services.”

The District inadvertently failed to check boxes (b) “Services for which a new written contract is sought for the funding year in Item 2 (B1) a multi-year contract/and or (B2) a contract featuring voluntary extensions. The District respectfully submits that the clerical error does not constitute a substantive violation, but rather it should be considered merely procedural in nature, and the District is request a waiver of that rule which is in the public’s internet to do so.

The clerical error occurred on August 31, 2005. This was three days after Hurricane Katrina struck the Gulf Coast of Louisiana. The District was inundated with additional students from the New Orleans area. District employees were struggling to cope with extra work that was required in addition to their normal duties, while continuing to fulfil their responsibilities for filing the E-Rate application. Please note that Hurricane Rita caused the District to evacuate three weeks later on September 22, 2005. Hurricane Rita caused extensive damage to two

schools and many homes, displaced many students, and obviously created chaos and hardships to the District employees.

All vendors responding to the Form 470 submitted bids for bundled Internet Access with contractual terms.

The Jefferson Davis Parish School District and its employees are committed to guarding against waste, fraud and abuse, and to ensuring that E-Rate funds disbursed through the E-Rate program to the District are used for appropriate purposes and according to the rules. In this matter there is no waste, fraud or abuse. This was a clerical error and misunderstanding several years ago. The District respectfully submits that it is in the public interest for the FCC to grant this waiver of the rules, and not demand any reimbursement of funds.

If you have any E-Rate questions during the review of this appeal, please contact these designated persons:

Teri Lawrence, E-Rate Consultant 16071123  
P. O. Box 728  
Pine Grove, La. 70453  
(225) 224-2786 Office  
(225) 931-6032 Cell  
(225) 612-6682 Fax  
[TeriL@eratesupport.org](mailto:TeriL@eratesupport.org) Email

Michael C. Cassidy, District Attorney  
P. O. Box 1388  
Jennings, La. 70546  
(337) 824-1893 Office  
(337) 824-3311 Fax  
[Da31@centurlintel.net](mailto:Da31@centurlintel.net) Email

Karen R Guidry, District Technology Coordinator  
Jefferson Davis Parish Technology Center  
1628 S. Thibodeaux Road  
Jennings, LA 70546  
337-824-6360 (office)  
337-824-8425 (fax)

APPENDIX A  
“COMAD LETTER”  
DATED JUNE 19, 2017

APPENDIX B  
“FORM 470”  
POSTED AUGUST 31, 2005

**APPENDIX C**

**Internet Access Agreements between the District and DETEL Wireless  
SIGNED JANUARY 24, 2006**

APPENDIX D  
VENDOR PROPOSALS RESPONDING TO FORM 470

FCC Form

Approval by OMB  
3060-0806**470**

## Schools and Libraries Universal Service Description of Services Requested and Certification Form

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

**Please read instructions before beginning this application.**

(To be completed by entity that will negotiate with providers.)

### Block 1: Applicant Address and Identifications

<b>Form 470 Application Number: 205520000543782</b>		
<b>Applicant's Form Identifier: JDPYR06-07</b>		
<b>Application Status: CERTIFIED</b>		
<b>Posting Date: 08/31/2005</b>		
<b>Allowable Contract Date: 09/28/2005</b>		
<b>Certification Received Date: 08/31/2005</b>		
<b>1. Name of Applicant:</b>		
<b>JEFFERSON DAVIS PARISH DIST</b>		
<b>2. Funding Year:</b>	<b>3. Your Entity Number</b>	
<b>07/01/2006 - 06/30/2007</b>	<b>139257</b>	
<b>4a. Applicant's Street Address, P.O.Box, or Route Number</b>		
<b>203 E PLAQUEMINE ST</b>		
<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>JENNINGS</b>	<b>LA</b>	<b>70546</b>
<b>b. Telephone number</b>	<b>ext.</b>	<b>c. Fax number</b>
<b>(337) 824- 1834</b>		<b>(337) 824- 9737</b>
<b>5. Type Of Applicant</b>		
<input checked="" type="checkbox"/> Individual School (individual public or non-public school)		
<input checked="" type="checkbox"/> School District (LEA;public or non-public[e.g., diocesan] local		

district representing multiple schools)

☒ Library (including library system, library outlet/branch or library consortium as defined under LSTA)

☒ Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)

**6a. Contact Person's Name:** Helen Atchison

*First, if the Contact Person's Street Address is the same as in Item 4 above, check this box. If not, please complete the entries for the Street Address below.*

**6b. Street Address, P.O.Box, or Route Number**

**1628 S. Thibodeaux Road**

**City**

**JENNINGS**

**State**

**LA**

**Zip Code**

**70546**

*Check the box next to your preferred mode of contact and provide your contact information. One box MUST be checked and an entry provided.*

☒ **6c. Telephone Number** (337) 824- 6360

☒ **6d. Fax Number** (337) 824- 8425

☒ **6e. E-mail Address** hatchison@jeffersondavis.k12.la.us

## **Block 2: Summary Description of Needs or Services Requested**

### **7 This Form 470 describes (check all that apply):**

**a. ☒** Tariffed or month-to-month services to be provided without a written contract. A new Form 470 must be filed for non-contracted tariffed or month-to-month services for each funding year.

**b. ☒** Services for which a new written contract is sought for the funding year in Item 2.

Check if you  
are seeking

☒ a multi-year  
contract and/or

☒ a contract featuring  
voluntary extensions

**c. ☒** A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous funding year.

**NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous funding year OR a contract signed on/before 7/10/97 and previously reported on a Form 470 as an existing contract do NOT require filing of a new Form 470.**



**What kinds of service are you seeking: Telecommunications Services, Internet Access, Internal Connections Other than Basic Maintenance, or Basic Maintenance of Internal Connections? Refer to the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples. Check the relevant category or categories (8, 9, 10 and/or 11 below), and answer the questions in each category you select.**

**8 ☒ Telecommunications Services**

*Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.*

**a ☒ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):**  
☒ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

**b ☐ NO, I have not released and do not intend to release an RFP for these services.**

**Whether you check YES or NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.**

<b>c <input checked="" type="checkbox"/> Check this box if you prefer discounts on your bill.</b>	<b><input checked="" type="checkbox"/> Check this box if you prefer reimbursement after paying your bill in full.</b>	<b><input type="checkbox"/> Check this box if you do not have a preference.</b>
---------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------

Service or Function:	Quantity and/or Capacity:
local voice service	Seek better than T1
Local and long distance voice service	Better than T1 lines
Long Distance Voice Service	Better than T1 lines

**9 ☒ Internet Access**

*Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you*

<b><i>have or intend to have an RFP, you risk denial of your funding requests.</i></b>		
<b>a</b> <input checked="" type="checkbox"/> <b>YES</b> , I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one): <input checked="" type="checkbox"/> the Contact Person in Item 6 or <input type="checkbox"/> the contact listed in Item 12.		
<b>b</b> <input checked="" type="checkbox"/> <b>NO</b> , I have not released and do not intend to release an RFP for these services.		
<b>Whether you check YES or NO, you must list below the Internet Access Services you seek. Specify each service or function (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users). See the Eligible Services List at <a href="http://www.sl.universalservice.org">www.sl.universalservice.org</a> for examples of eligible Internet Access services. Attach additional lines if needed.</b>		
<b>c</b> <input checked="" type="checkbox"/> <b>Check this box if you prefer discounts on your bill.</b>	<input checked="" type="checkbox"/> <b>Check this box if you prefer reimbursement after paying your bill in full.</b>	<input checked="" type="checkbox"/> <b>Check this box if you do not have a preference.</b>
<b>Service or Function:</b>	<b>Quantity and/or Capacity:</b>	
<b>Internet Services</b>	<b>Seek better than 4.5 megs</b>	
<b>10</b> <input checked="" type="checkbox"/> <b>Internal Connections Other than Basic Maintenance</b> <b><i>Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.</i></b>		
<b>a</b> <input checked="" type="checkbox"/> <b>YES</b> , I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one): <input checked="" type="checkbox"/> the Contact Person in Item 6 or <input type="checkbox"/> the contact listed in Item 12.		
<b>b</b> <input checked="" type="checkbox"/> <b>NO</b> , I have not released and do not intend to release an RFP for these services.		
<b>Whether you check YES or NO, you must list below the Internal Connections Services you seek. Specify each service or function (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students). See the Eligible Services List at <a href="http://www.sl.universalservice.org">www.sl.universalservice.org</a> for examples of eligible Internal Connections services. Attach additional lines if needed.</b>		
<b>c</b> <input checked="" type="checkbox"/> <b>Check this box if you prefer discounts on your bill.</b>	<input checked="" type="checkbox"/> <b>Check this box if you prefer reimbursement after paying your bill in full.</b>	<input checked="" type="checkbox"/> <b>Check this box if you do not have a preference.</b>

**11 ☐ Basic Maintenance of Internal Connections**

*Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have an RFP, you risk denial of your funding requests.*

**a ☐ YES, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):**  
☐ the Contact Person in Item 6 or ☐ the contact listed in Item 12.

**b ☐ NO, I have not released and do not intend to release an RFP for these services.**

**Whether you check YES or NO, you must list below the Basic Maintenance Services you seek. Specify each service or function (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers). See the Eligible Services List at [www.sl.universalservice.org](http://www.sl.universalservice.org) for examples of eligible Basic Maintenance services. Attach additional lines if needed.**

**c ☐ Check this box if you prefer discounts on your bill.**

**☐ Check this box if you prefer reimbursement after paying your bill in full.**

**☐ Check this box if you do not have a preference.**

**12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the Authorized Person who signs this form.**

**Name:**

**Title:**

**Telephone number**

**0 -**

**Fax number**

**0 -**

**E-mail Address**

**13a. ☐ Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or provide a Web address where they are posted and a contact name and telephone number.**

☐ Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.

**13b. If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, you may summarize below (including the likely timeframes). If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here. Future plans continue to be upgrading our LAN and WAN. Each year we seek to make communication faster and more efficient for our schools. Plans for wireless or fiber connectivity in future years.**

### **Block 3: Technology Assessment**

**14. ☐ Basic telephone service only:** If your application is for basic telephone service and voice mail only, check this box and skip to Item 16. Basic telephone service is defined as wireline or wireless single line voice service (local, cellular/PCS, and/or long distance) and mandatory fees associated with such service (e.g., federal and state taxes and universal service fees).

**15.** Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is ONLY for basic telephone service, you must check one or both boxes in 15a through 15e. You may provide details for purchases being sought.

**a. Desktop communications software:** Software required ☐ has been purchased; and/or ☐ is being sought.

**b. Electrical systems:** ☐ adequate electrical capacity is in place or has already been arranged; and/or ☐ upgrading for additional electrical capacity is being sought.

**c. Computers:** a sufficient quantity of computers ☐ has been purchased; and/or ☐ is being sought.

**d. Computer hardware maintenance:** adequate arrangements ☐ have been made; and/or ☐ are being sought.

e. Staff development: ☒ all staff have had an appropriate level of training /additional training has already been scheduled; and/or ☒ training is being sought.

f. Additional details: Use this space to provide additional details to help providers to identify the ineligible services you desire.

## Block 4: Recipients of Service

### 16. Eligible Entities That Will Receive Services:

Check the ONE choice (Item 16a, 16b or 16c) that best describes this application and the eligible entities that will receive the services described in this application. You will then list in Item 17 the entity/entities that will pay the bills for these services.

a. ☒ Individual school or single-site library.

b. ☒ Statewide application for (enter 2-letter state code) representing (check all that apply):

- ☒ All public schools/districts in the state:
- ☒ All non-public schools in the state:
- ☒ All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. ☒ If checked, complete Item 18.

c. ☒ School district, library system, or consortium application to serve multiple eligible entities:

Number of eligible entities	17
<i>For these eligible sites, please provide the following</i>	

Area Codes (list each unique area code)	Prefixes associated with each area code (first 3 digits of phone number) separate with commas, leave no spaces
337	584
337	588
337	616
337	734
337	753
337	756
337	774
337	824

**17. Billed Entities**

17. Billed Entities: List the entity/entities that will be paying the bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470.

Entity Number	Entity
139257	JEFFERSON DAVIS PARISH DIST

**18. Ineligible Participating Entities**

List the names of any entity/entities here for whom services are requested that are not eligible for the Universal Service Program.

Ineligible Participating Entity	Area Code	Prefix
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**Block 5: Certification**

**19. ☒ I certify that the applicant includes:(Check one or both.)**

- a. ☒ schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C.Secs.7081(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or
- b. ☒ libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges, and universities).

**20. ☒ I certify that all of the individual schools, libraries, and library consortia receiving services under this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):**

- a. ☒ individual technology plans for using the services requested in the application; and/or
- b. ☒ higher-level technology plans for using the services requested in the application; or
- c. ☒ no technology plan needed; application requests basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only

**21. ☒ I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals. I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.**

22. ☒ I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than the services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

23. ☒ I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.

24. ☒ I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. ☒ I certify that I have reviewed all applicable state and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Commissions Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

26. ☒ I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

27. Signature of authorized person: ☒



**28. Date (mm/dd/yyyy): 08/31/2005**

**29. Printed name of authorized person: Helen Atchison**

**30. Title or position of authorized person: Curriculum Technology Specialist**

**31a. Address of authorized person: PO Box 640  
City: Jennings State: LA Zip: 70546**

**31b. Telephone number of authorized person: (337) 824 - 6360**

**31c. Fax number of authorized person: (337) 8248425**

**31d. E-mail address number of authorized person:  
hatchison@jeffersondavis.k12.la.us**

**31e. Name of authorized person's employer: Jefferson Davis Parish School Board**

**Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the SLD web site at [www.sl.universalservice.org](http://www.sl.universalservice.org) or call the Client Service Bureau at 1-888-203-8100.**

**NOTICE:** Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 470**

**P.O. Box 7026**

**Lawrence, Kansas 66044-7026**

**1-888-203-8100**

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

**SLD Forms**

**ATTN: SLD Form 470**  
**3833 Greenway Drive**  
**Lawrence, Kansas 66046**  
**1-888-203-8100**

FCC Form 470  
October 2004

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## **INTERNET ACCESS AGREEMENT**

This Internet Access Agreement ("Agreement") is entered into by and between DETEL Wireless, L.L.C., a Louisiana limited liability company, ("Detel") and Jefferson Davis School District ("Customer").

### **BACKGROUND**

- A Customer desires Detel to provide the Customer Internet Access in 1 location in Jefferson Davis Parish hereto (the "Internet Services").
- B. Customer will allow its students, faculty and employees (the "Users") to use the Internet Services.

### **AGREEMENT**

#### **1. Use of Internet Services**

Detel shall provide Customer with the Internet Services under the terms and conditions embodied in this Agreement. Customer may not resell or redistribute any portion of the Internet Services to any third party for financial gain. Customer agrees that the use of the Internet Services by the Users will be subject to the terms and conditions hereof. Customer agrees that Customer is fully responsible for the Users' conduct while using the Internet Services, and for any consequences if such individual misuses the Internet Services, violates this Agreement, or accesses material or information which you feel Customer or any User is obscene or otherwise objectionable.

#### **2. Fees and Payment**

Regardless of whether or not Customer uses the Internet Services, Detel will charge Customer a monthly fee of \$2,999.00 for 6 Mbps DS3 internet services, which shall be paid by Customer on the first day of each month during the term of this Agreement (the "Internet Fee") subject to approval for funding by SLD. From time to time, Detel may add or modify certain services relating to the Internet Services, and upon receiving approval from the Customer, Detel reserves the right to charge Customer additional or different fees for providing such new or modified services to Customer. Customer may upgrade this service to 9 Mbps for a monthly fee of \$3,700.00 as provided by the fee schedule included in the original response to the bid / RFP. Customer will also be liable for all attorney and collection fees arising from efforts to collect any unpaid balances on Customer's Account.

### **3. Term**

This Agreement is for a term of five (5) years beginning on the 1st day of July, 2006, and ending at midnight on the 30th day of June, 2011, unless the term is earlier terminated or extended as hereinafter provided. This Agreement shall automatically renew for successive one year periods unless terminated as provided herein. Either party hereto may terminate this Agreement at the end of the respective term by giving the other party thirty (30) days written notice prior to the end of the respective term.

### **4. Uncensored Internet Access**

YOU UNDERSTAND THAT THE INTERNET SERVICES PROVIDES FULL, UNCENSORED ACCESS TO MATERIALS ON THE INTERNET CREATED AND MAINTAINED BY UNAFFILIATED THIRD PARTIES. DETEL EXERTS NO EDITORIAL CONTROL OVER SUCH MATERIALS, PORTIONS OF WHICH MAY BE CONSIDERED SEXUALLY EXPLICIT, OBSCENE OR OTHERWISE OFFENSIVE. IN NO EVENT SHALL DETEL BE LIABLE TO ANY PERSON OR ENTITY, EITHER DIRECTLY OR INDIRECTLY, WITH RESPECT TO ANY MATERIALS FROM THIRD PARTIES ACCESSED THROUGH THE INTERNET SERVICES. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S USE AND THE USERS' USE OF THE INTERNET SERVICES AND THE INTERNET GENERALLY. DETEL DISCLAIMS ANY AND ALL RESPONSIBILITY FOR CONTENT CONTAINED IN ANY THIRD PARTY MATERIALS PROVIDED THROUGH THE INTERNET SERVICES. CUSTOMER HEREBY AGREES TO INDEMNIFY AND HOLD DETEL HARMLESS FOR ANY AND ALL LOSSES, CLAIMS AND LIABILITIES RELATED TO THE USE OF THE INTERNET SERVICES BY CUSTOMER AND THE USERS INCLUDING REASONABLE ATTORNEYS' FEES.

### **5. Disclaimers of Warranty**

THE INTERNET SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND CUSTOMER'S AND USERS' USE OF THE INTERNET SERVICES IS ENTIRELY AT CUSTOMER'S OWN RISK. CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR CUSTOMER'S AND USERS' USE OF THE INTERNET SERVICES AND THE INTERNET GENERALLY. IT IS ALSO SOLELY CUSTOMER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS, USEFULNESS OR VALIDITY OF ALL OPINIONS, ADVICE, SERVICE, PROMOTIONS, ADVERTISEMENTS, AWARDS, PRIZES OR OTHER INFORMATION, AND THE QUALITY AND MERCHANTABILITY OF ALL MERCHANDISE, PROVIDED THROUGH THE INTERNET SERVICES OR ON THE INTERNET GENERALLY. NEITHER DETEL, NOR ITS AFFILIATES OR SUBSIDIARIES, MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS, EXPRESS OR IMPLIED, WITH REGARD TO THE

INTERNET SERVICES OR ANY MERCHANDISE, INFORMATION OR SERVICE PROVIDED THROUGH THE INTERNET SERVICES OR ON THE INTERNET GENERALLY, OR AS TO THE ACCURACY, QUALITY, COMPLETENESS TITLE, NONINFRINGEMENT, OWNERSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR OTHERWISE OF ANY MATERIALS ACCESSED THROUGH THE INTERNET SERVICES. DETEL HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **6. Limitation of Liability**

DETEL WILL NOT BE RESPONSIBLE TO CUSTOMER, THE USERS OR ANY THIRD PARTIES UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES WHICH CUSTOMER OR ANY USER MAY INCUR IN CONNECTION WITH THE INTERNET SERVICES OR THE INTERNET GENERALLY, OR CUSTOMER'S OR ANY USERS' USE THEREOF, OR ANY OF THE DATA OR OTHER MATERIALS TRANSMITTED THROUGH OR RESIDING ON THE INTERNET SERVICES, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF DETEL HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGE OR LOSS. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO LIABILITY FOR DEATH OR PERSONAL INJURY TO THE EXTENT APPLICABLE LAW PROHIBITS SUCH LIMITATION.

#### **7. Privacy**

When reasonably practicable, Detel will attempt to preserve the confidentiality of communication with and through the Internet Services. However, Customer agrees that Detel has the right to monitor the Internet Services electronically from time to time and to disclose any information as necessary to satisfy any law, regulation or other government request, to operate the Internet Services properly, or to protect itself or its subscribers. Detel has no obligation to monitor the Internet Services. However, Detel reserves the right to refuse to post or to remove any information or materials, in whole or part, that, in its sole discretion, are unacceptable or in violation of this Agreement. Customer understands and agrees that, unless Customer notifies Detel to the contrary in writing, Detel may publish Customer's name and other information in directories which may be accessed by third parties.

#### **8. System Rules**

Customer shall follow the rules and cause the Users to follow the rules which are important for the proper use of the Internet Services. Customer's failure or failure of the Users to follow these rules, whether set out in this Agreement, or in bulletins posted at various points by Detel (the "Rules"), may result in Detel terminating this Agreement. Customer agrees to the

following rules:

- (a) except as otherwise provided herein, Customer will not let the Internet Services be used by anyone except Customer and the Users;
- (b) Customer shall not upload, post, publish, transmit, reproduce, or distribute and Customer shall prevent all Users from uploading, posting, publishing, transmitting, reproducing, or distributing in any way, information, software, or other material which is protected by copyright, or other proprietary right, without obtaining permission of the owner of such rights;
- (c) Customer shall not use and Customer shall prevent the Users from using the Internet Services to commit a crime, or to plan, encourage or help others to commit a crime;
- (d) Customer shall not post or transmit and Customer shall prevent every User from posting or transmitting any:
  - (i) advertising, promotional materials or any other form of solicitation (Detel reserves the right, in Detel's sole discretion, to determine whether such post or transmission constitutes an advertisement, promotional material or any other form of solicitation);
  - (ii) private e-mail to any newsgroup or mailing list or other similar groups or lists without the explicit approval of the sender; and
  - (iii) unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane or otherwise objectionable information of any kind.
- (e) Customer shall not post and Customer shall prevent every User from posting to any newsgroup or mailing list or other similar groups or lists, items which are off-topic (e.g., off-topic according to the charter of the newsgroup or mailing list or other similar groups or lists or if the item provoked complaints from regular readers of the newsgroup or mailing list or other similar groups or lists for being off-topic);
- (f) Customer shall not violate and Customer shall prevent every User from violating the terms and conditions and operating rules of any other interactive service, including, without limitation, other newsgroups and mailing lists or other similar groups or lists and World Wide Web sites; and
- (g) Customer shall not impersonate and Customer shall prevent every User from impersonating another user or otherwise falsify one's user name in e-mail or in

any post or transmission to any newsgroup or mailing list or other similar groups or lists.

#### **9. Indemnity**

Customer agrees to defend and indemnify and hold harmless Detel and its officers, directors, employees, affiliates and subsidiaries from and against any and all claims, proceedings, damages, injuries, liability, losses, costs and expenses claims, proceedings (including, without limitation, reasonable attorneys' fees) regardless of the type of claim or nature of the cause of action arising out of or relating to any:

- (a) acts by Customer or any User or materials or information transmitted by Customer or any User in connection with the Internet Services;
- (b) violation of any Rules by Customer or any User; and
- (c) breach of any obligation of this Agreement.

#### **10. Proprietary Rights**

By posting messages, uploading files, inputting data, or engaging in any form of communication (collectively, "Communications") in or through the Internet Services by Customer or User, Customer is granting to Detel a perpetual, worldwide license (the "License") to use, copy, modify, adapt or document such Communications. Detel shall use the Communications solely in conjunction with providing, promoting or distributing the Internet Services. The License does not, however, grant Detel any ownership rights in or to the Communications. Customer shall have no recourse against Detel for any alleged or actual infringement of any proprietary rights to which Customer may claim ownership. Detel or our suppliers own all rights, title and interest in and to all components of the Internet Services, but expressly excluding content owned by third parties which may be accessible through the Internet Services and/or the Internet generally. Detel's ownership rights in the Internet Services include, but are not limited to, the look and feel of the end-user interfaces associated with the Internet Services, the name of the Internet Services, and the collective works consisting of all public messages on the Internet Services. Customer may not reproduce and shall prevent each User from reproducing any sequence of messages from our Internet Services without Detel's permission. In addition, Customer may not copy, modify, adapt, reproduce, translate, distribute, reverse engineer, decompile, or disassemble and shall prevent each User from modifying, adapting, reproducing, translating, distributing reverse engineering, decompiling or disassembling (i) any aspect of the Internet Services which Detel or Detel's suppliers own, or (ii) any service, information or materials supplied by a third party content provider and which Customer or any User may access through the Internet Services.



## **11. Miscellaneous**

**11.1. Notices.** All notices, requests, consents, and other communication required or permitted hereunder shall be in writing and shall be personally delivered, electronically delivered by facsimile or telex or mailed by using U.S. first-class, registered or certified mail, return receipt requested, postage prepaid, to the following addresses or to such other address as the parties hereto may designate in writing:

**Customer:** Jefferson Davis Parish School District  
1628 S. Thibodeaux Road  
Jennings, LA 70546  
Attn: Helen Atchison  
Telephone: (337) 824-6360  
Facsimile: (337) 824-8425

**Detel:** Detel Wireless, LLC  
ATTN: Keith Fontenot  
10434 Plaza Americana.  
Baton Rouge, LA 70816  
Telephone: (225) 952-9430  
Facsimile: (225) 952-9432

**With a copy to:** Dean P. Cazenave  
KEAN, MILLER, HAWTHORNE,  
D'ARMOND, McCOWAN & JARMAN, L.L.P.  
Post Office Box 3513 (70821)  
Suite 2200, One American Place  
Baton Rouge, Louisiana 70802  
Telephone: (225) 382-3483  
Facsimile: (225) 388-9133

All such notices, requests, consents and other communications shall be deemed to be properly given if delivered personally or, if sent by U.S. Mail, registered or certified, return receipt requested, three (3) business days after the same have been deposited in the United States Mail, addressed and postage prepaid as set forth above or, if sent by Federal Express (or other nationally recognized overnight carrier), the day after delivery to Federal Express (or other nationally recognized overnight carrier) or, if sent electronically, upon verification of receipt.

**10.2 Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed by the parties hereto and delivered shall be deemed to be an original, and all such counterparts taken together shall be deemed to be but one and the same

instrument.

**10.3 Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with the internal laws of the State of Louisiana; provided, however, that if any law or laws of the State of Louisiana shall require or otherwise permit the application of the laws of any other jurisdiction, such Louisiana law or laws shall be disregarded with the effect that the remaining laws of the State of Louisiana shall nonetheless be applied. THE PARTIES HEREBY CONSENT TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION IN BATON ROUGE, LOUISIANA, FOR ALL PURPOSES.

**10.4 Integration; Construction.** This Agreement shall comprise the complete of the agreements of the parties hereto and shall supersede all prior agreements, written or oral, pertaining to the subject matter hereof. This Agreement has been drafted with the joint participation of the parties hereto and shall be construed to be neither against nor in favor of either party, but rather shall be construed in accordance with the fair meaning thereof.

**10.5 Waivers and Amendments.** No amendment, modification, supplement, termination or waiver of any provision of this Agreement, and no consent to any departure therefrom, may in any event be effective unless in writing and signed by the party or parties affected thereby, and then only in the specific instance and for the specific purpose given. Failure on the part of either party to insist on the strict performance of any of the terms and conditions of this Agreement shall not operate as a waiver of those or any other terms and conditions.

**10.6 Attorneys' Fees.** Each party to this Agreement shall bear its own legal fees and any and all other expenses relating to the transactions contemplated in this Agreement. If any party institutes any action or proceeding to enforce this Agreement or any provision hereof or for damages by reason of any alleged breach of this Agreement or of any provision hereof or for a declaration of rights hereunder, then the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

**10.7 Headings.** The table of contents (if any) and headings of the Articles and Sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.

**10.8 Exhibits.** Each Exhibit referred to herein and attached hereto is an integral part of this Agreement and is incorporated herein by this reference.

**10.9 Survival of Representations and Warranties.** All agreements, representations and warranties contained herein shall survive the execution and delivery of this Agreement and the closing of the transactions contemplated hereby.

**10.10 Assignment.** Customer may not assign all or any part of this Agreement without the written consent of Detel.

**10.11 Interpretation.** This Agreement shall be interpreted as if written by both parties

hereto.

10.12 Force Majeure. Performance of any obligation under this Agreement may be suspended by either party, without liability, to the extent that an Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, governmental laws, regulations or orders, or any other cause beyond the reasonable control of such party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of such party), makes impracticable the performance of this Agreement ("Event of Force Majeure"). Notwithstanding the foregoing, in no event shall the Customer's inability to pay the Internet Fee be deemed an Event of Force Majeure. The affected party shall invoke this provision by promptly notifying the other party in writing of the nature of the contingency and the estimated extent and duration of the suspension. If any Event of Force Majeure causes either party to this Agreement to suspend performance hereunder for a period in excess of ninety (90) days, the party that has not suspended performance shall have the option to terminate this Agreement by providing the other party ten (10) days' notice of such termination.

Executed this 24 day of January, 2006.

WITNESSES:

Brad Delahou

Helean Afchison

Detel:

**DETEL WIRELESS, L.L.C.**

By: Daryl Deshotel

Printed Name: Daryl Deshotel

Title: CEO

WITNESSES:

Brad Delahou

Helean Afchison

Customer:

**Jefferson Davis Parish School District**

By: Tommy Lee Smith

Printed Name: Tommy Lee Smith

Title: Supt Jefferson Davis Parish School Board

## ADDENDUM TO INTERNET ACCESS AGREEMENT

THIS ADDENDUM TO INTERNET ACCESS AGREEMENT (this "Addendum") is entered into between DETEL WIRELESS, L.L.C. ("Detel"), and JEFFERSON DAVIS PARISH SCHOOL DISTRICT ("Customer").

### BACKGROUND

The parties hereto desire to amend and supplement that certain Internet Access Agreement ("Agreement") dated October 25, 2006, between Detel and Customer, an executed copy of which is attached hereto, all as more particularly set forth in this Addendum. Unless otherwise indicated, capitalized terms used herein and defined in the Agreement shall have the meaning ascribed to such terms in the Agreement.

### AGREEMENT

In consideration of the foregoing, and other good and valuable consideration, the parties hereto hereby agree that the Agreement is hereby amended and superceded as follows:

1. Detel and Customer hereby agree to change "Section 2. Fees and Payment" to "will charge Customer a monthly fee of \$4,999.00 for 12 Mbps DS3 internet services".
2. Except as amended and modified by this Addendum, the Agreement shall remain in full force and effect. To the extent that the terms of this Addendum conflict with or are inconsistent with the Agreement, this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the 25 day of October, 2006.

DETEL WIRELESS, L.L.C.

By: Travis Franks  
Name: Travis Franks  
Title: VP of Operations

JEFFERSON DAVIS PARISH DISTRICT

By: Tommy Lee Smith  
Name: Tommy Lee Smith  
Title: Superintendent